

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2005

Division: Public Safety

Bulk Item: Yes X No

Department: Emergency Management

Staff Contact: Irene Toner



AGENDA ITEM WORDING:

Approval to award bid to and approval of an Agreement for Professional Services with URS Corporation for the Review and Reconciliation of Emergency Management Plans of County, Government Agencies and Municipalities within Monroe County in the amount of \$46,790, contingent upon review and approval of appropriate County staff

ITEM BACKGROUND:

Sealed bids for the Review and Reconciliation of Emergency Management Plans of County, Government Agencies and Municipalities within Monroe County were opened at the County's Purchasing Office on July 26, 2005. Bids were received from Southeastern Technical Solutions, Inc, Diversified Engineering International, Inc., URS Corporation, Red Oak Consulting, and Arrington Marlow, LLC, as summarized on the attached Bid Tabulation Sheet. URS Corporation is being selected for the project based on their extensive experience, knowledge and well versed staff in the field of Emergency Management and Homeland Security. Their Project Manager has more than 10 years experience in Emergency Management. Mr. Bill Johnson is the former Assistant Director of Miami-Dade Emergency Management; in that capacity he was responsible for all emergency response and terrorist plans compliance. Additionally, URS Corporation is familiar with Monroe County, having provided various consulting services for the County in the past and on an on-going basis.

PREVIOUS RELEVANT BOCC ACTION: On July 14, 2004, Board approved agreement between Monroe County and Florida Department of Community Affairs regarding a State Homeland Security Grant Program, in the amount of \$88,142.

CONTRACT/AGREEMENT CHANGES: This is a new agreement

STAFF RECOMMENDATIONS: Approval

TOTAL COST: 46,790.00

BUDGETED: Yes X No

COST TO COUNTY: 0

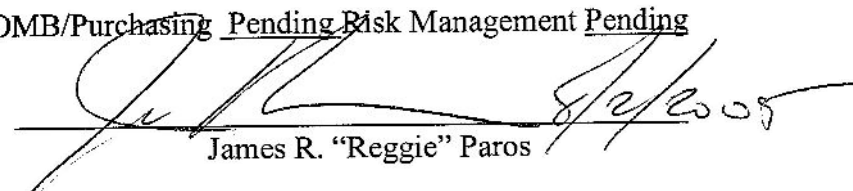
SOURCE OF FUNDS: Homeland Security Grant

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH

APPROVED BY: County Atty Pending OMB/Purchasing Pending Risk Management Pending

DIVISION DIRECTOR APPROVAL:


James R. "Reggie" Paros

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

**ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: JULY 26, 2005 AT 11:00 AM

TITLE: REQUEST FOR PROPOSAL - REVIEW AND RECONCILIATION OF EMERGENCY MANAGEMENT PLANS OF COUNTY, GOVERNMENT AGENCIES AND MUNICIPALITIES WITHIN MONROE COUNTY

RFP-EMG-207-158--0-2005/PUR

| RESPONDENT | Total Cost for Project (See proposal form for additional hourly rates) |
|---|---|
| SOUTHEASTERN TECHNICAL SOLUTIONS, INC. | \$26,700.00 <i>Lot Learning 148.</i> |
| DIVERSIFIED ENGINEERING INTERNATIONAL, INC. | \$38,364.00 <i>D.K.</i> |
| URS CORPORATION | \$46,790.00 <i>\$</i> |
| RED OAK CONSULTING | \$47,800.00 <i>?</i> |
| ARRINGTON MARLOW, LLC | \$55,000.00 <i>\$ Over!</i> |

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

**AGREEMENT FOR
PROFESSIONAL SERVICES FOR
REVIEW AND RECONCILIATION OF EMERGENCY PLANS OF
COUNTY, GOVERNMENT AGENCIES AND MUNICIPALITIES
WITHIN MONROE COUNTY**

This Agreement ("Agreement") made and entered into this ____ day of _____, 2005 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

URS Corporation Southern, a Corporation of the State of Florida, whose address is 7650 N.W. Corporate Center Drive, Miami, FL 33126 its successors and assigns, hereinafter referred to as "CONTRACTOR",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of the Contractor for the Review and Reconciliation of Emergency Management Plans to ensure compliance with Federal, State and local laws, rules and regulations and consistency amongst plans; and

WHEREAS, CONTRACTOR has agreed to provide professional services which shall include Review and Reconciliation of Emergency Management Plans of County, Government Agencies and Municipalities within Monroe County, which services shall collectively be referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONTRACTOR makes the following express representations and warranties to the COUNTY:

- 1.1.1** The CONTRACTOR is professionally qualified to act as the CONTRACTOR for the Project and is licensed to provide the designated services by all public entities having jurisdiction over the CONTRACTOR and the Project;
- 1.1.2** The CONTRACTOR shall maintain all necessary licenses, permits or other authorizations necessary to act as CONTRACTOR for the Project until the CONTRACTOR'S duties hereunder have been fully satisfied;

- 1.1.3** The CONTRACTOR has become familiar with the Project sites and the local conditions under which the Work is to be completed.
- 1.1.4** The CONTRACTOR shall prepare all documents required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable laws, codes and regulations. The CONTRACTOR warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional cost due to missing or incorrect information;
- 1.1.5** The CONTRACTOR assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.1.6** The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONTRACTOR shall submit, for the COUNTY'S and its representative's information, a schedule for the performance of the CONTRACTOR'S services which may be adjusted as the Project proceeds if approved by the COUNTY, and shall include allowances for periods of time required for the COUNTY's review, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the COUNTY may not be exceeded by the CONTRACTOR except for delay caused by events not within the control of the CONTRACTOR or foreseeable by him. In the event the CONTRACTOR does not conform to the schedule, then the CONTRACTOR may be assessed a charge up to one percent (1%) of the fee per week until the work product is produced in an acceptable manner. The COUNTY shall assess the charge only after it is determined that the work delay is solely the fault of the CONTRACTOR and his subcontractors and is not the fault of the COUNTY or other parties not under the control of the CONTRACTOR.
- 1.1.7** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

ARTICLE II

SCOPE OF CONTRACTOR'S BASIC SERVICE

2.1 DEFINITION

2.1.1 CONTRACTOR'S Basic Services shall consist of review of the Emergency Management Plans of Monroe County, City of Key West, City of Marathon, City of Layton, City of Key Colony Beach, Islamorada Village of Islands and relevant government agencies, to ensure compliance with Federal, State and local laws, rules and regulations and consistency among the plans.

Plans may include, but not be limited to the County, municipal and other agency plans as follows:

Monroe County Comprehensive Emergency Management Plan (CEMP)
Monroe County Emergency Management Hurricane Plan

Monroe County Emergency Management Terrorism Plan
Monroe County Emergency Management Continuity of Operations Plan (COOP)

The CONTRACTOR shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY. The notice to proceed must contain a description of the services to be performed, and the time within which services must be performed.

Upon completion of the review, CONTRACTOR will report on any and all inconsistencies among the plans and any noncompliance of any and all plans. CONTRACTOR shall also make recommendations concerning the elimination of such inconsistencies and noncomplying elements. This shall be furnished in a report, both in print and electronic format, to be delivered to the Monroe County Emergency Management Department.

2.1.2 The Project must be completed no later than September 15, 2005. Time is of the essence in this regard due to Grant considerations.

2.1.3 The CONTRACTOR shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONTRACTOR or its subconsultants, or both.

2.2 WRITTEN NOTICE

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. The correspondence shall be directed to:

Irene Toner, Director
Monroe County Emergency Management Department
490 63rd Street, Suite 150
Marathon, FL 33050

AND:

Mr. Thomas Willi
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

Notice to the CONTRACTOR shall be delivered to:

ARTICLE III

ADDITIONAL SERVICE

- 3.1** The services described in this Article III are not included in Basic Services. They shall be paid for by the COUNTY as an addition to the compensation paid for the Basic Services but only if approved by the COUNTY before commencement, and are as follows:
- A. Providing services of CONSULTANTS for other than the previously listed consulting scope of the Project provided as a part of Basic Services.
 - B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.
 - C. Providing representation before public bodies in connection with the Project, upon approval by COUNTY.
- 3.2** If Additional Services are required, such as those listed above, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV

COUNTY'S RESPONSIBILITIES

- 4.1** The COUNTY shall provide full information regarding requirements for the Project including objectives, schedule, constraints and criteria.
- 4.2** The COUNTY shall designate a representative to act on the CONTRACTOR's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR's services.
- 4.3** Prompt written notice shall be given by the COUNTY and its representative to the CONTRACTOR if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.2.
- 4.4** The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONTRACTOR's services and work of the contractors.
- 4.5** The COUNTY's review of any documents prepared by the CONTRACTOR or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such

documents shall relieve the CONTRACTOR of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

- 4.6 The COUNTY shall provide copies of necessary documents required to complete the work.
- 4.7 Any information that may be of assistance to the CONTRACTOR that the COUNTY has immediate access to will be provided as requested.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR covenants and agrees to indemnify, hold harmless and defend COUNTY, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by CONTRACTOR or its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify CONTRACTOR from any and all increased expenses resulting from such delay. Should any claims be asserted against COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the COUNTY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONTRACTOR is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

ARTICLE VI

PERSONNEL

The CONTRACTOR shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

| NAME | FUNCTION |
|-------------|-----------------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

So long as the individuals named above remain actively employed or retained by the CONTRACTOR, they shall perform the functions indicated next to their names. If they are replaced the CONTRACTOR shall notify the COUNTY of the change immediately.

ARTICLE VII

COMPENSATION

7.1 CONTRACT SUM

7.1.1 The COUNTY shall pay the CONTRACTOR in current funds for the CONTRACTOR's performance of this Agreement as follows: _____.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid upon completion of the project. Payment will be made within thirty days upon receipt of proper invoice.

7.3 BUDGET

7.3.1 The CONTRACTOR may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted

amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

7.3.2 The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII

INSURANCE

- 8.1** The CONTRACTOR shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.
- 8.3** CONTRACTOR shall obtain and maintain the following policies:
- A. Workers' Compensation insurance as required by the State of Florida.
 - B. Vehicle liability insurance coverage shall include as a minimum, liability coverage for owned, non-owned and hired vehicles. The minimum limits acceptable shall be: \$100,000 Combined Single Limit (CSL); if split limits are provided, the minimum limits acceptable shall be: \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage
 - C. General liability coverage shall include as a minimum: premises operations, products and completed operations, blanket contractual liability, personal injury liability and expanded definition of property damage. The minimum limits acceptable shall be: \$300,000 Combined Single Limit (CSL); if split limits are provided, the minimum limits acceptable shall be: \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
 - D. COUNTY shall be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverages identified in Paragraphs B and C.
 - E. CONTRACTOR shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.

ARTICLE IX

MISCELLANEOUS

9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience for reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONTRACTOR for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONTRACTOR.

9.3 SUCCESSORS AND ASSIGNS

The CONTRACTOR shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. The COUNTY may terminate this Agreement without cause upon giving fifteen (15) days written notice to the CONSULTANT. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.15. Termination expenses shall be paid and shall include all expenses until date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

9.6 CONTRACT DOCUMENTS

This contract consists of the Form of Agreement (Articles I-IX), the CONTRACTOR's response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments of County Forms – Pages 27-32.

9.7 PUBLIC ENTITIES CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

CONTRACTOR will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONTRACTOR agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

9.10 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

9.13 AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

9.16 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9.18 COVENANT OF NO INTEREST

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

9.20 NO SOLICITATION/PAYMENT

The CONTRACTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.21 PUBLIC ACCESS.

The CONTRACTOR and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONTRACTOR and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.23 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.25 NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONTRACTOR and the COUNTY agree that neither the CONTRACTOR nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONTRACTOR agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.27 NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

9.28 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

(Seal)
Attest:

CONTRACTOR

BY: _____

By: _____

Title: _____

Title: _____

END OF AGREEMENT